

2/19/98 - John Spelman - read to HQ
 - waiting for reimb. funds
 - Funds Rec'd in Region 2/13/98

CDM File
 COPY

United States Environmental Protection Agency Washington DC 20460 <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">EPA</div> Interagency Agreement / Amendment Part I - General Information				1. EPA / IAG Identification Number RW69950274-01-0 2. Other Agency ID Number FPN 08-6-144-ZS 70/40/15/11/12/018 3. Type of Action NEW PROJECT		4. Funding Location by Region 06 5. Program Office Abbreviation 6SF-R			
6. Name and Address of EPA Organization U.S. EPA, REGION 6 SUPERFUND DIVISION (6SF) 1445 ROSS AVENUE DALLAS, TX 75202-2733				7. Name and Address of Other Agency U.S. DEPARTMENT OF TRANSPORTATION U.S. COAST GUARD-NAT POLL FUNDS CNTR 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203-1804					
8. Project Title INCIDENT SPECIFIC OIL POLLUTION ACTION REMOVAL ACTION FOR FPN 08-6-144, CASTEX SYSTEMS, INC. FACILITY									
9. EPA Project Officer (Name, Address, Telephone Number) JAMES R. MULLINS (6SF-R1) SUPERFUND DIVISION 1445 ROSS AVENUE DALLAS, TX 75202-2733 (214) 665-2273			10. Other Agency Project Officer (Name, Address, Telephone Number) LT. DAVID WHITE, USCGR-MARK CROSSLEY USCG U.S. COAST GUARD, NPFC (CF-1) 4200 WILSON BLVD., SUITE 1000 ARLINGTON, VA 22203-1804 (703) 238-4774 4744						
11. Project Period 12/15/97 to 09/30/98			12. Budget Period 12/15/97 to 09/30/98						
13. Scope of Work (Attach additional sheets, as needed) <div style="text-align: center; margin-bottom: 10px;">1,310,000</div> <p>This agreement obligates no more than \$1,650,000 to the Environmental Protection Agency (EPA) for reimbursable incident specific oil removal expenditures made during activities pursuant to Section 311(c), Federal Water Pollution Control Act (FWPCA), as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380, in accordance with the National Contingency Plan (NCP). The National Pollution Funds Center (NPFC) will Confirm all reimbursements following receipt and review of EPA documentation for the incident.</p> <p>See the Incident Specific Action Plan for Castex Systems, Inc. and additional documentation (Part I and II) for detailed scope of work.</p>									
90068535 									
14. Statutory Authority for Both Transfer of Funds and Project Activities SEE SPECIAL CONDITIONS					15. Other Agency Type FEDERAL AGENCY				
FUNDS	PREVIOUS AMOUNT	AMOUNT THIS ACTION		AMENDED TOTAL					
16. EPA Amount	0	0							
17. EPA In-Kind Amount	0	0							
18. Other Agency Amount	0	1,650,000 - 1,310,000							
19. Other Agency In-Kind Amount	0	0							
20. Total Project Cost	0	1,650,000 - 1,310,000							
21. Fiscal Information									
Site Name	DCN	FY 98 98	Approp. HR H	Budget Org. 06L 06L	Program Elem. P8X G7X TOTAL:	Object 25.07 25.07	Site/Project Z663 Z663	Cost Org. 1,310,000 1,310,000	Obligation 1,615,000 35,000 1,650,000

Part II - Approved Budget

EPA IAG Identification Number
RW69950274-01-0

22. Budget Categories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	45,000	45,000
(b) Fringe Benefits	0	0
(c) Travel	15,000	15,000
(d) Equipment	0	0
(e) Supplies	0	0
(f) Procurement / Assistance	1,250,000	1,500,000
(g) Construction	0	0
(h) Other	90,000	90,000
(i) Total Direct Charges	1,310,000	1,650,000
(j) Indirect Costs: Rate <u>0.00%</u> Base \$ _____	0	0
(k) Total: (EPA Share: <u>0.00%</u>) (Other Agency Share <u>100.00%</u>)	1,310,000 1,650,000	1,650,000 1,650,000

23. Is Equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing \$1000 or more.)

24. Are any of these funds being used on extramural agreements? (See Item 22f.) ☒ Yes ☐ No

Type of extramural agreement

☐ Grant☐ Cooperative Agreement☒ Procurement (includes Small Purchase Order)

Contractor / Recipient Name (if known)

Total Extramural Amount under this Project

Percent Funded by EPA (if known)

UNKNOWN

1,500,000

0.00

1,250,000

Part III - Funding Methods and Billing Instructions

25.

☐ Funds-Out Agreement (Note: EPA Agency Location Code (ALC) - 68010727)☐ Disbursement Agreement

☐ Repayment Request for repayment of actual costs must be itemized on SF-1080 and submitted to the Financial Management Office, Cincinnati, OH 45268:

☐ Monthly☐ Quarterly☐ Upon Completion of Work

☐ Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268.

☐ Allocation Transfer-Out Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of the Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

26.

☒ Funds-In Agreement☒ Reimbursement Agreement☒ Repayment☐ Advance☐ Allocation Transfer-InOther Agency's IAG Identification Number
FPN 08-6-144EPA Program Office Allowance Holder/Resp. Center No.
06LOther Agency's Billing Address (Include ALC or Station Symbol Number)
U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326

Other Agency's Billing Instruction and Frequency

Part IV - Acceptance Conditions

EPA IAG Identification Number
RW69950274-01-0

27. General Conditions

The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.

28. Special Conditions

Statutory Authorities:

Section 311(c) of the Federal Water Pollution Control Act (FWPCA) as amended by the Oil Pollution Act of 1990 (OPA), Public Law 101-380.

See attached Incident Action Plan for Castex Systems, Inc. and documentation (Part I and II) for additional conditions.

PAYMENTS MUST BE SENT TO:
CINCINNATI ACCOUNTING OPERATIONS
U.S. ENVIRONMENTAL PROTECTION AGENCY
P.O. BOX 371099M
PITTSBURGH, PA 15251

This agreement may be terminated by either agency upon a 60-day advance written notice. If the agreement is terminated prior to completion, EPA will reimburse the performing agency for only those expenses incurred prior to termination.

Part V - Offer and Acceptance

- NOTE: 1) For Funds-Out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by the EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature. Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of the offer by EPA. Any change to the agreement by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.
- 2) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.

EPA IAG Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

29. Organization / Address

US ENVIRONMENTAL PROTECTION AGENCY
DEBORA N. BRADFORD-GRANTS TEAM, 6MD-RX
1445 ROSS AVENUE
DALLAS, TX 75202-2733

30. Organization / Address

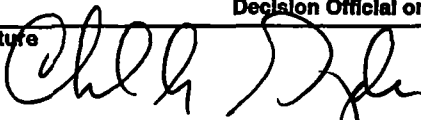
U.S. EPA, REGION 6
SUPERFUND DIVISION (6SF)
1445 ROSS AVENUE
DALLAS, TX 75202-2733

Certification

All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.

Decision Official on Behalf of the Environmental Protection Agency Program Office

31. Signature



Typed Name and Title

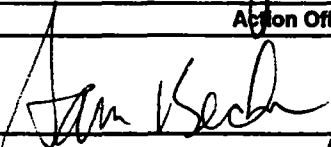
MYRON O. KNUDSON, P.E.
DIRECTOR, SUPERFUND DIVISION (6SF)

Date

12/5/97

Action Official on Behalf of the Environmental Protection Agency

32. Signature



Typed Name and Title

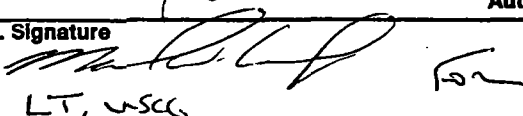
SAM BECKER, ACTING ASSISTANT
REG. ADMINISTRATOR FOR MANAGEMENT (6MD)

Date

DEC 11 1997

Authorizing Official on Behalf of Other Agency

33. Signature



LT, WSCC

Typed Name and Title

DARRELL W. NEILY, CHIEF
FINANCIAL OFFICER

Date

12/9/97

PART 1

GENERAL

- A. Federal Project Number: This agreement provides funding from the Oil Spill Liability Trust Fund to EPA to conduct the Clean Water Act removal identified as Federal Project Number (FPN) 08-6-144. All reimbursable costs incurred by EPA associated with this FPN and paid directly from the EPA accounting system must be billed against this IAG, NOT against the blanket oil IAG provided to EPA Headquarters (ERD).
- B. Pollution Reports: The OSC must send to the National Pollution Funds Center (NPFC) periodic pollution reports (POLREPS), as required by the National Contingency Plan (NCP) Subpart B, section 300.135(m). POLREPS must include information summarizing spending.
- C. Cost Categories: The following are the categories of costs funded under this IAG or required to be documented under the IAG. The OSC is required to contain the costs outlined in items (1), (2), and (3) within the approved ceiling.
1. Incident specific obligations and other costs to date, such as purchases or contracts for services.
 2. Incident specific EPA reimbursable costs, some of which are prepaid costs recorded in the EPA accounting system (such as equipment usage, travel, per diem, overtime, plus salaries for personnel not normally available for oil spill response - EPA determines who is normally available for oil spill response).
 3. Incident specific costs for all other Federal Agencies (e.g. NOAA, DOI-FWS, etc.). Including obligations and prepaid costs recorded in the Coast Guard accounting system (e.g. BOA contracts issued by a Coast Guard Contracting Officer, Strike Team assistance costs, equipment, etc.).
 4. Incident specific salary costs of personnel who are normally available for oil spill response. These costs are recoverable from the Responsible Party (RP) but not reimbursable from the Oil Fund. These are recorded in the EPA accounting system as prepaid costs.
- D. Resource Documentation: The NPFC requires full documentation of all reimbursable and recoverable costs in every case to support reimbursement of the EPA and to support costs recoverable from the RP. Because costs outlined in Item 1C.4 are recoverable from the RP, they must be documented in each cost documentation report.
- E. Contractor Costs and Documentation: Contractor costs for site specific response actually performed under site specific tasking documents are covered by this IAG. EPA will provide contractor cost documentation in a two-tiered arrangement, the first tier represents documents

required to be submitted, the second tier represents documents that must be maintained and provided to NPFC upon request when necessary to support the enforcement process including cost recovery negotiations or litigation. First tier documentation includes: cover sheets, copies of all relevant tasking documents, amendments, and contractor billing statements. Second tier documentation consists of all daily detail cost records that support the first tier. Further guidance is provided in Part II, Alternative EPA Cost Documentation.

F. Timely Submission of Documentation: NPFC expects to receive documentation of costs incurred under the terms of this IAG and its attached Special Conditions no later than 45 days following completion of incident response activity. If this 45-day target cannot be met, the cognizant EPA official shall advise NPFC of the delay, the reason for the same, and a date when the documentation will be provided. Partial reimbursements for incidents continuing for more than 30 days may be obtained before completion if documentation covering accrued costs have been submitted to NPFC. NPFC may recoup any funds transferred electronically (by OPAC) pursuant to this agreement for which documentation has not been received.

G. Designation of Source: The Oil Pollution Act (OPA) requires, where possible and appropriate, that the source of each incident be designated and the RP notified. NPFC performs the required notification of the responsible party function for EPA OSC incidents. EPA agrees that OSCs will communicate by any means available with the cognizant NPFC Case Officer, early in each response, in order to pass incident facts sufficient to support notification to the RP.

H. Final On-Scene Coordinator's Report: EPA OSC's should provide a copy of whatever document the EPA OSC prepares, or which is prepared on behalf of the OSC, summarizing and/or finalizing response activities. The report should contain at least the following elements: 1) a description of the incident and the removal response activity undertaken; 2) the name and address of the site and of the responsible party (if known); 3) the names, addresses and affiliation of all response participants including EPA, other Federal agencies, state and local governments, and commercial contractors; 4) beginning and ending dates of the incident/removal activity.

PART II

EPA OSC Alternative Cost Documentation

In lieu of NPFC standard cost documentation, described in the NPFC Technical Operating Procedures for Standard Cost Documentation (TOPS), EPA OSC's may use an alternative documentation procedure with elements as described below:

A. EPA OSC Cover Letter with Summary Cost Information: This is a letter to NPFC Case Management, signed by the OSC certifying incident costs and providing a line item summary for each major cost category (e.g. EPA salary, travel, per diem, contractor expenses, etc.). This letter should also provide any explanations necessary and appropriate to understand any unclear cost elements or issues.

B. Periodic Incident Response Status Reports: If provided as required in paragraph 28 the basic IAG, these pollution reports (POLREPS) will be assembled and incorporated into the overall cost documentation package by the NPFC.

C. EPA Personnel Costs: EPA agrees to charge actual EPA personnel labor costs for all EPA personnel participating in the incident specific removal response. This documentation includes a summary of the employee's name, grade, hours, appropriate subtotals and an overall total. Also included in the name and contact number of the appropriate EPA official to contact for additional information, if not the OSC. EPA must provide a copy of the Payroll Distribution Timesheets (EPA Form 2560-28) for all pay periods identifying the FPN and incident specific hours chargeable for each participating employee and a document showing payroll hours by pay period for all hours applicable to the incident. (NOTE: Timesheets and payroll reports must be redacted to remove data protected by the Privacy Act such as social security numbers, etc.).

D. EPA Personnel Travel Costs: EPA agrees to provide documentation supporting all incident specific travel costs incurred. This documentation includes a summary which includes the employee's name, TA number, amount, employee subtotal and overall incident total. Documentation must include copies of each TA, liquidated Travel Vouchers and expense receipts. (NOTE: TA's, Vouchers and receipts must be redacted to remove data protected by the Privacy Act such as social security numbers, etc.).

E. Other EPA Costs: Costs for EPA vehicles and other government owned equipment will be documented and a pro-rata share of the cost for the useful life of the item chargeable on a unit basis to the incident.

F. Contractor Costs: EPA will provide contractor costs in a two tiered arrangement: the first tier represents documents required to be submitted to NPFC for all incident specific contractor related response costs; the second tier represents documents that must be maintained and provided to NPFC upon request when necessary to support the enforcement process

including cost recovery negotiations or litigation.

Tier 1 documentation:

1) A cover sheet detailing site name and/or Coast Guard Federal Project Number (FPN), the applicable Tasking Document Number(s), date(s) of contractor work performance, labor costs, travel costs, other direct contractor costs, total direct contractor costs, total contractor hours, number of contractor personnel supporting the Tasking Document(s), and a brief description of the contractor activity performed under the Tasking Document(s).

2) Copies of each Tasking Document and any amendments for contractor related response activity for the site.

3) Copies of all contractor billing statements which enumerate the final cumulative direct costs by applicable Tasking Document Number with all the applicable line items underlined. (NOTE: If the cumulative cost totals for any Tasking Document Numbers listed on the billing statement are not the final costs, the contractor cover sheet must clearly state this with an estimate of anticipated additional costs and the date expected to be provided to NPFC. If there are any adjustments to the actual contractor payment, the cover sheet must state the Tasking Document Number and the actual amount paid).

Tier 2 documentation:

1) For each Tasking Document Number, daily line item detail by person for all contractor personnel participating in response activity under that Tasking Document.

2) For each person, the daily line item detail will include the employee name, grade, rate and hours.

3) Line item detail for any other applicable contractor costs in addition to direct personnel costs.

G. Coast Guard Blanket Ordering Agreement (BOA's): Costs in this category will be documented in accordance with requirements specified in the applicable BOA contract. Normally BOA daily resource documentation forms specified by a contract will be prepared by the contractor's own personnel. Each daily should be signed by the OSC or his/her representative. BOA contractor invoices are to be sent directly by the EPA OSC to the servicing Maintenance and Logistics Command (MLC) contracting office, either Atlantic or Pacific. The NPFC will assume responsibility for obtaining copies of BOA contractor invoices from the appropriate Maintenance and Logistics Command contracting office.

H. Other Government Agency Costs: Costs for other government agencies, whether federal, state or local, participating in a removal under the auspices of an EPA OSC will be documented in accordance with the requirements specified in any applicable EPA/Other Agency agreement. When an EPA/Other Agency agreement exists, an EPA OSC may, at his/her

discretion, use a Pollution Removal Funding Authorization (PRFA) in lieu of such agreement, as described in NPFC Technical Operating Procedures for Standard Cost Documentation (TOPS). In the absence of an EPA/Other Agency agreement, a PRFA will be executed. Where EPA/Other Agency agreements are utilized, EPA will reimburse the other agency and the Oil Fund will reimburse the EPA. Where PRFA's are utilized, other agencies will be reimbursed directly by the Oil Fund. In either case, cost documentation provided by other agencies will include: 1) Copies of tasking documents issued by the OSC which describe the equipment or services provided by the other agency; 2) Copies of records detailing work performed, travel, labor, equipment and any additional items with unit costs and subtotals for each category, and a reimbursable total. Where EPA reimburses other agencies under an EPA/Other Agency agreement, Oil Fund reimbursement to EPA for such costs will be in accordance with the basic terms of this IAG (see block 28.F). Where a PRFA is issued, other agency reimbursements will be processed in accordance with the NPFC Technical Operating Procedures for Standard Cost Documentation. PRFA's are intended to be issued by the OSC pursuant to instructions contained in the TOPS. Assistance in use of PRFA's may be obtained from the NPFC case officer.